



# **Request For Proposals**

## **Regional Parks Park Specific Master Plans**

**County of San Bernardino  
Regional Parks Department  
777 East Rialto Avenue  
San Bernardino, CA 92415-0763**

**RFP No. CCP03-01mas**

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## I. INTRODUCTION

### A. Purpose

The County of San Bernardino Department of Public Works, Regional Parks Division, hereafter referred to as the "County", is seeking proposals from interested and qualified firms to develop three (3) park specific master plans for the protection, enhancement and development of public lands under the stewardship of County.

### B. Minimum Proposal Requirements

All Proposers must:

1. Have a representative at the mandatory proposal conference as referenced in this Request for Proposal (RFP),
2. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement,
3. Have at least three years experience providing this type of service to other governmental agencies,
4. Provide at least three (3) references (**Attachment B**) where a master plan was developed for a similar size organization as the County. Attachment B, and
5. Meet other presentation and participation requirements listed in this RFP.

### C. Mandatory Pre-Proposal Conference

A **mandatory** pre-proposal conference will be held at the General Services Building, 777 east Rialto Avenue, San Bernardino, at 10:00 a.m. on *January 8 2004*. **Attendance at the conference is mandatory. No proposal will be accepted from any Proposer who fails to attend the proposal conference**

### D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or **before 3:00 p.m. (Local Time) on January 7, 2003** and directed to the individual listed below. All questions will be answered and copies of both the question and answer will be disseminated only to attendees of the pre-proposal conference. Any contact with a person other than the individual listed below may result in disqualification from the RFP process.

### E. Correspondence

All correspondence, including proposals, is to be submitted to:

County of San Bernardino  
Department of Public Works, Regional Parks Division  
ATTN: Maureen Snelgrove (RFP No. CCP03-01mas)  
777 East Rialto Avenue  
San Bernardino, CA 92415-0763

Fax# 909 387-2052 Email: msnelgrove@parks.sbcounty.gov

**F. Proposal Submission Deadline**

**All proposals must be received at the address listed in Section I, Paragraph E no later than 4:00 p.m. (PST) on January 21, 2004. Facsimile or electronically transmitted proposals will *not* be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.**

**G. Admonition to Vendors**

As of the issuance of this RFP, Vendors are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFP can be presented in writing as indicated in Paragraph E.

**II. PROPOSAL TIMELINE**

- |   |   |
|---|---|
| 1. Release of RFP                       | <b>December 17, 2003</b>                |
| 2. Mandatory Proposal Conference        | <b>January 8 , 2004 at 10:00 AM PST</b> |
| 3. Deadline for submission of questions | <b>January 7, 2004 at 9:00 AM PST</b>   |
| 4. Deadline for proposals               | <b>January 21, 2004 at 3:00 PM PST</b>  |
| 5. Tentative date for Award             | <b>February 2004</b>                    |

**III. PROPOSAL CONDITIONS**

**A. Contingencies**

This request for proposal (RFP) does not commit the County to award a Contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

**B. Acceptance or Rejection of Proposals**

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after proposal opening and up to the end of the agreement period.

**C. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

**D. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this proposal is the Proposer's responsibility to ensure that its proposal arrives on or before the specific time. All proposals and materials submitted become the property of the County.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

F. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations and to submit revisions to pricing, technical information and/or other items from their proposals as may result from these negotiations.

G. Level of Service

For any Contract awarded as a result of the RFP, the County makes no assurances regarding the minimum or maximum number of contracts awarded from this solicitation and the County cannot guarantee a minimum number of hours of service.

H. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigation firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil action filed in a court of competent jurisdiction, or any matters filed by an administrative regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and conviction thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

I. Final Authority

**The final authority to award Contract rests solely with the County of San Bernardino Board of Supervisors.**

#### **IV. PROGRAM REQUIREMENTS**

##### **A. Background**

The Regional Parks Division maintains the County's 9 (nine) regional parks, comprised of both passive and active recreation activities for the public. The County is seeking a consultant to develop park specific master plans for three (3) of its parks; Mojave River Forks, Moabi Regional Park and Colton (not yet developed) Regional Park.

##### **B. Scope of Work**

The successful consultant will be responsible for the development of a comprehensive master plan for each of the three(3) regional park facilities that will include, but not be limited to the following:

1. Inventory of recreational, environmental and infrastructure resources, and park improvements found within the currently developed or potential expansion areas of the park.
2. Development of an overall park concept (theme) and design standards consistent with that theme to guide the direction of the future park facility.
3. A complete and thorough analysis of existing park infrastructure with recommendations on necessary improvements to support the development of new facilities operated by both the park and potential concessionaires.
4. A conceptual plan identifying existing park facilities and proposed new development supported by accompanying text that discusses those features and defines implementation strategies for both existing and proposed new facilities.
5. Probable development costs for all new development.

##### **C. Vendor requirements**

1. Provide aerial photo at 100 scale w/ 2' contour intervals, both in digital and hard copies.
2. Provide topographic mapping at 100 scale w/ 2' contour intervals - digital and mylar copy.
3. Site plan on CD in ACAD 2000
4. Conduct a minimum of two (2) maximum of four (4) public meetings to obtain comments from concerned organizations, user groups, and local, city, county, state and federal agencies.



## **V. CONTRACT REQUIREMENTS**

### **A. General**

#### **1. Representation of the County**

In the performance of the Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees or agents of County of San Bernardino.

#### **2. Contractor Primary Contact**

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays.

Contractor or designee must respond to County inquiries within two (2) County business days.

#### **3. Change of Address**

Contractor shall notify the County in writing of any change in mailing address within ten (10) days of the address change.

#### **4. Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

#### **5. Subcontracting**

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

#### **6. Contract Amendments**

Any alterations, variations, modifications or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the required persons and organizations.

#### **7. Termination for Convenience**

The County for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice of this agreement. If such termination is effected, an equitable adjustment in the price provided for in this agreement shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, and reports.

8. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under part B-1 INDEMNIFICATION.

9. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

10. Venue

The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-part, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

11. Jury Trial Waiver

Contractor and County hereby waive their respective rights by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Vendor against County or County against Vendor on any matter arising out of, or in any way connected with this agreement, the relationship of Vendor and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereinafter in effect.

12. Invoices

Contractor will provide invoices once a month and within ten days of the 1<sup>st</sup> of the month.

13. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or level of performance under this Contract, the Contractor shall notify the County within one (1) working day, in writing and by telephone.

14. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

15. Inaccuracies or Misrepresentations

If in the administration of an Agreement, the County determines that Vendor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process; the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

16. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

17. Recycling

Contractor shall use recycled and recyclable products whenever practicable in fulfilling the terms of the Contract. Recycled printed products shall include a symbol identifying the recycled material.

18. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

19. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

20. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by the Vendor pursuant to this Agreement shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this Agreement, subject to the requirements of Section V, A, 12 (Termination for Convenience). Unless otherwise directed by the County, Vendor may retain copies of such items.

21. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Vendor's relationship with County may be made or used without prior written approval of the County.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If a Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Worker's Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b) Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c) Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
- d) Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

Except for the Errors and Omissions, Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder. The certificates shall provide that such insurance shall not be terminated or expire without thirty- (30) days written notice to the Department. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized but not required to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits provided that any such change is reasonable in light of past claims against the County, inflation or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes and other pertinent items as requested and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

**VI. CONTRACT COMPLIANCE/EQUAL OPPORTUNITY**

The Vendor agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, San Bernardino County Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**VII. FORMER COUNTY OFFICIALS**

Provide information on former County of San Bernardino administrative officials who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. Must also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive

## VIII. PROPOSAL SUBMISSION

### A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis must be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received no later than the date and time at the designated location as specified in Section I., Paragraph F - Proposal Submission Deadline.**
5. All proposals and materials submitted become the property of the County.

### B. Proposal Presentation

1. One bound original and five (5) unbound copies (total of six) of the written proposal are required. The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "CONFIDENTIAL – Regional Parks Park Specific Master Plans, RFP No: CCP03-01mas.
3. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.
4. The County has adopted a recycled product purchasing standards policy, which requires Proposers to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the County. The policy also requires Proposers to use both sides of paper sheets for reports submitted to the County whenever practical.



### C. Proposal Format

Response to this Request for Proposal must be in the form of a proposal package, which must be submitted, in the following sequence and format:

1. Cover Page – **Attachment A** is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Vendor.
2. References – **Attachment B** include all relevant references in this attachment.
3. Exceptions - Complete Exceptions to RFP form (**Attachment D**) in which Vendor lists any exceptions to or deviations from the requirements of the RFP. Vendor must fully and clearly state and explain the basis for the exception. If there are not exceptions, a statement to that effect must be made. If the exceptions taken are contrary to County policy, at the sole discretion of County, the proposal may be rejected. Vendor's failing to note exceptions in their proposals will waive their rights to assert these exceptions during negotiations. Failure to abide by this rule is cause for termination of negotiations. Vendors are obligated to review and fully understand the General Agreement Terms as condition of proposing.
4. Table of Contents - A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included.
5. Statement of Certification – Please complete, sign and date **Attachment C**.
6. Proposal Description - A detailed description of the proposal being made.
  - a) Proposal must address but is not limited to all items in Section IV, B Scope of Work.
  - b) Proposal must include the following:
    - 1) Brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This must provide a broad understanding of the Proposer's entire proposal.
    - 2) Narrative description of the proposed plan to achieve the program objective and requirements.
    - 3) Detailed plan of activities, including implementation and timelines.
    - 4) Explanation on how the Proposer will meet any special considerations as required.
    - 5) Milestones, special events, and field trips.
    - 6) Explanation of any assumptions and/or constraints.
    - 7) Consulting fees.
7. Vendor must provide the Company's Annual Report for the last two years **OR** independently audited financial statements for the most recent completed

fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owner(s) and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.

8. Subcontractor Information - If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. Attach a statement from each subcontractor signed by a duly authorized officer, employee or agent of the organization/firm that includes the name and address of the organization/firm, type of work to be performed and percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as indicated in this proposal.
9. Insurance - Submit evidence of ability to insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements.
10. Budget Summary – It is anticipated that any Contract(s) awarded will be fee for service contract. **Submit Budget Summary for cost analysis purposes.**

## **IX. PROPOSAL EVALUATION AND SELECTION**

### **A. Evaluation Process**

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

### **B. Evaluation Criteria**

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a) The proposal must be complete, in the required format and in compliance with all the requirements of this RFP.
- b) Prospective contractors must meet the requirements as stated in the Minimum Proposal Requirements as outlined in Section I, Paragraph B.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation. The County may elect to waive the deficiency and accept the proposal.

4. Evaluation - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Feasibility of proposed development at each facility.
- b. An understanding of the unique features of the facilities requiring master plans.
- c. Experience in developing park and open space master plans.
- d. The team assembled to produce the park and open space master plans.
- e. Value of the work produced in relation to cost of proposal.

Selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

### **C. Contract Award**

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

### **D. Disputes Relating to Proposal Process and Award**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in

writing to the Regional Parks Division Chief within ten (10) calendar days of the date of the recommended award or denial letters.

Grounds for an appeal is that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. The County will consider only those specific issues addressed in the written appeal.

The Chief of Regional Parks shall consider any matter appealed during a scheduled hearing, within thirty (30) days of receipt. The decision of the Chief of Regional Parks shall be final with respect to matters of fact.

All disputes and/or appeals must be submitted to:

Thomas A. Potter, Chief of Regional Parks  
Department of Public Works, Regional Parks Division  
County of San Bernardino  
777 East Rialto Avenue  
San Bernardino, CA 92415-0763

E. Final Approval

**Any Contract resulting from this RFP will be awarded by final approval of the San Bernardino County Board of Supervisors.**

**Attachment A– Cover Sheet**

**PROPOSAL REGIONAL PARKS MASTER PLAN**

**VENDOR'S NAME** (*name of firm, entity or organization*):

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**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

---

**NAME AND TITLE OF VENDOR'S CONTACT PERSON:**

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**MAILING ADDRESS:**

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**VENDOR'S ORGANIZATIONAL STRUCTURE**

\_\_\_ Corporation \_\_\_ Partnership \_\_\_ Proprietorship \_\_\_ Joint Venture

\_\_\_ Other (explain): \_\_\_\_\_

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If Corporation, Date Incorporate: \_\_\_\_\_ State Incorporated: \_\_\_\_\_

States Registered in as foreign corporation:

**VENDORS SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:**

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**VENDOR'S AUTHORIZED SIGNATURE:**

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

**Attachment B – References**

<b>Name of Agency</b>	<b>Contact Name</b>	<b>Phone Number</b>	<b>Dates services provided (from/thru)</b>

### ATTACHMENT C – STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal

	<b>Statement</b>	<b>Agree (initial)</b>	<b>Agree with qualification (initial and attach explanation)</b>
1.	<b>The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.</b>		
2.	<b>All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.</b>		
3.	<b>All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.</b>		
4.	<b>All aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.</b>		
5.	<b>The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the equipment and provide the services being proposed.</b>		
6.	<b>If selected, we will comply with all applicable rules, laws, and regulations.</b>		

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**Attachment D – Exceptions to RFP**

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CONTRACTOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

Telephone# (     ) \_\_\_\_\_ Fax # (     )

- ☐ I have reviewed the RFP and General Agreement Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required)

Name of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_



**Attachment E**